Total Visits since 1998: 8,807,723,814
 Estimated money Consumers saved since 1998: \$15,413,516,674.57
 Reports filed: 1,671,077

By consumers, for consumers...

Help

Report

Don't let them get away with it.® Let the truth be known!™

Ripoff Report Verified Business Directory™-



See It Now

Register to File a Report Login

FILE A REPORT

■ Home

Update a Report

Latest Reports

Consumer Resources Consumers Say Thank You

Legal Directory **Corporate Advocacy**

SEARCH

Ripoff Report protects consumers first amendment right to free speech

■ Review Latest Reports ■ Advanced Search ■ Browse Categories

About Us: Terms of Service

1. Ripoff Report Membership Terms & Conditions

To use this service, you must be at least 14 years old.

www.RipoffReport.com ("ROR") is an online forum created to help give consumers a voice and keep consumers informed. ROR is operated by Xcentric Ventures, L.L.C. located at:

Xcentric Ventures, LLC Ripoff Report P.O. Box 310 Tempe, AZ 85280 Tel.: (602) 359-4357 Fax: (480) 248-3196

Questions/comments regarding editorial issues should be sent to: editor@ripoffreport.com

Questions/comments regarding legal issues should be sent to: legal@ripoffreport.com

This is a legal agreement ("Agreement") between you and Xcentric Ventures, LLC ("Xcentric"). Please read the Agreement carefully before registering for ROR. By registering for ROR, you agree to be bound by the terms and conditions of this Agreement (the "Terms"). If you do not agree to the Terms, you are not permitted to use ROR

The Terms are subject to change by Xcentric, at any time, without notice, effective upon posting of updated Terms on our website. Persons who are under 14 years old may not register for ROR. By registering with ROR, you represent and warrant that you are at least 14 years old.

Xcentric reserves the right to immediately suspend or terminate your registration with ROR, without notice, upon any breach of this Agreement by you which is brought to Xcentric's attention.

Your registration with ROR is for your sole, personal use. You may not authorize others to use your user identification and password, and you may not assign or otherwise transfer your account to any other person or entity.

2. Online Conduct

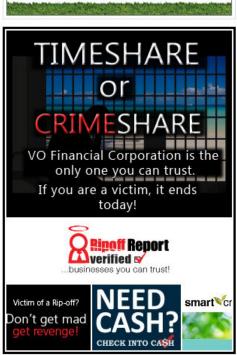
You are solely responsible for all content or information you publish or display (hereinafter, "post") on ROR.

You will NOT post on ROR any defamatory or illegal material or any material that infringes or violates another party's intellectual property rights. You will use ROR in a manner consistent with any and all applicable laws and regulations. By posting information on ROR, you warrant and represent that the information is truthful and accurate.

You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights or except as otherwise permitted by law

You will not take any action or assist, encourage, induce, or request that anyone else take any action which may impair or negatively affect the visibility or ranking of ROR pages in search engines such as Google, Bing, Yahoo!, or the like. You will not insert or cause to be inserted any HTML, JavaScript, PERL, or any other form of computer code into any ROR user account data field or into any webpage on ROR





Advertisers above have met our strict standards for business conduct





You will not upload, or cause to be uploaded, viruses or other similar malicious

Consevol: \(\frac{1}{2} \) \(\frac{1

While we do not and cannot review every message posted by users of the Service, and are not responsible for any content of these messages, we reserve the right, but are not obligated, to delete or remove profanity, obscenities, threats of physical violence or damage to property, and private financial information such as social security numbers and credit card information.

3. Online Content

Opinions, advice, statements, offers, or other information or content made available through ROR are those of their respective authors and not of Xcentric, and should not necessarily be relied upon. Such authors are solely responsible for the accuracy of such content.

Xcentric does not guarantee the accuracy, completeness, or usefulness of any information on ROR and neither adopts nor endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made. Under no circumstances will Xcentric be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on ROR

4. Indemnity

You will defend, indemnify, and hold harmless Xcentric, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of ROR, including, but not limited to, any breach by you of the terms of this Agreement

5. Removal of Information at User's Request

ROR is a permanent record of disputes, including disputes which have been fully resolved. In order to maintain a complete record, information posted on ROR will not be removed. By posting information on ROR, you understand and agree that the material you post will become part of ROR's permanent record and will NOT be removed even at your request.

6. Proprietary Rights/Grant of Exclusive Rights

By posting information or content to any public area of www.RipoffReport.com, you automatically grant, and you represent and warrant that you have the right to grant, to Xcentric an irrevocable, perpetual, fully-paid, worldwide exclusive license to use, copy, perform, display and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

7. Disclosure of Information Supplied by You

Except as provided otherwise in its privacy policy, Xcentric will keep confidential all information supplied by you to Xcentric, and shall use or disclose such information only for the purposes for which such information was collected, or as required by law

From time to time, Xcentric may receive subpoenas seeking the identity of an ROR user. Upon receiving notice of such a subpoena, Xcentric may object to the disclosure unless and until a court determines that the standards set forth in Mobilisa v. Doe, 217 Ariz. 103, 170 P.3d 712 (App. 2007) have been met. Alternatively, Xcentric may forward a copy of the subpoena to you at the email address you provided in your account registration and may request that you provide documentation or other information supporting the allegations contained in your report. In the event you fail to respond to our request for information within ten (10) calendar days from the date sent, Xcentric may comply with the subpoena and may disclose your identity without incurring any liability to you.

Although, you are legally entitled to publish your comments anonymously, at the discretion of Xcentric the personally identifying information of any user who is found to have posted numerous complaints about the same company and/or individual using different pseudonyms may lose the confidential protections afforded by this section.

You further agree and understand that in order to facilitate the resolution of complaints, Xcentric may disclose your identity to any company who joins our Corporate Advocacy Business Remediation and Customer Satisfaction Program. Disclosures made under this section shall be limited only to reports submitted on or after the date the company joins our program and shall only occur where the company has agreed not to sue you and has agreed to waive any/all claims it may have it against you based on any reports you have posted on ROR.

In its sole discretion, Xcentric may also disclose your identity to any federal, state, or local law enforcement agency (including federal and state attorneys general) for the limited purpose of allowing such agencies to contact potential victims of consumer fraud and/or similar unlawful acts.

You further agree to release and hold Xcentric harmless from any claims that



Xcentric disclosed your identity pursuant to these terms and conditions.

Gassclailmercy-WarfantyDJC

Document 15-1

Filed 09/16/13

Page 3 of 4

Xcentric provides ROR on an "as is" basis and grants no warranties of any kind, express, implied, statutory, in connection with ROR or in connection with any communication with Xcentric or its representatives, or otherwise with respect to ROR. Xcentric specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Xcentric does not warrant that ROR's connection to the internet will be secure, uninterrupted, always available, or error-free, or will meet your requirements, or that any defects in ROR will be corrected.

9. Limitation of Liability

In no event will Xcentric be liable: (i) to you for any incidental, consequential, or indirect damages arising out of the use of or inability to use ROR, even if Xcentric or its agents or representatives know or have been advised of the possibility of such damages or: (ii) to any person other than you. In addition, Xcentric disclaims all liability, regardless of the form of action, for the acts or omissions of other members or users (including, but not limited to, unauthorized users, or "hackers") of ROR.

10. State by State Variations

Certain jurisdictions limit the applicability of warranty disclaimers and limitations of liability so the above disclaimers of warranty and limitations of liability may not apply to you.

11. General Provisions

You agree that Arizona law (regardless of conflicts of law principles) shall govern this Agreement, that any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the federal and state courts in the State of Arizona, and that you submit to the exclusive jurisdiction of the federal and state courts in the State of Arizona in connection with ROR or this Agreement. The failure of Xcentric to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The failure of Xcentric or You to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. This Agreement, accepted upon registering for ROR, contains the entire agreement between you and Xcentric regarding the use of ROR. This Agreement may only be amended upon notice by Xcentric to you, or by a writing signed by you and an authorized official of Xcentric. Unless otherwise explicitly stated, the Terms will survive termination of your registration with ROR. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

12. Copyright Policy/Termination of User Privileges for Infringement and Contact Information for Suspected Copyright Infringement/DMCA Notices

We comply with the safe harbor provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 512 (the "DMCA") and we will terminate the privileges of any user who uses ROR to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. In particular, users who submit user content to ROR, whether articles, images, stories, software or other copyrightable material must ensure that the content they upload does not infringe the copyrights of third parties.

If you believe that your copyright has been infringed through the use of ROR, please contact our Customer Service department at: support@ripoffreport.com, legal@ripoffreport.com, or mail/fax at:

Ripoff Report Legal Department - Copyright Policy P.O. Box 310 Tempe, AZ 85280 Fax: (480) 668-3623

Or:

M. Speth 3200 N. Central Avenue, Suite 2000 Phoenix, AZ 85012 Fax: (602) 248-0522

At a minimum, any DMCA removal request is required to include at least the following things:

- (1) Your name, address, telephone number, and e-mail address;
- (2) A description of the copyrighted work that you claim has been infringed;
- (3) The exact URL or web address where the alleged infringing material is located.
- (A) A statement by you that you have a good faith ballief that the disputed you have

not been authorized by you, your agent, or the law;

Case 1:13-cv-11701-DJC Document 15-1 Filed 09/16/13 Page 4 of 4

- (5) Your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf; and
- (6) A statement by you made under penalty of perjury, that the information in your notice is accurate, that you are the copyright owner or authorized to act on the copyright owner's behalf.

NOTE: If you submit a removal request and you are NOT the copyright owner, or if you make any false statement in your demand (including a statement that our use of images is infringing when the use is clearly fair), you should be aware that the law imposes substantial liability for any damages and any attorney's fees incurred as a result; 17 U.S.C. §512(f).

Last updated: 4/8/2010



Ripoff Report

```
| Home | File a Report | Consumer Resources | Search | Link to Ripoff Report | Customer Support for Technical Issues | General Questions and Suggestions |
| Privacy Policy | Terms of Service | FAQ | About Us | Why Ripoff Report will not release author information! |
| Thank You Emails! | Corporate Advocacy Program: How to repair your business reputation. | Ed Magedson - Ripoff Report Founder |
| Want to sue Ripoff Report? | Donate to our Legal Defense | BadBusinessBureau.com |
```

Copyright © 1998-2013, Ripoff Report. All rights reserved.